



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
SOUTHEAST REGION  
713 BOWERS ROAD  
ELLENSBURG, WA 98926  
509-925-0929

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 06-265**

**PROJECT TITLE: Tamarack Juntion FI Sorts Timber Sale**

**Contract Number: 06-265**

**PROPOSAL DUE DATE: May 9, 2006**

**EXPECTED TIME PERIOD FOR CONTRACT: June 5, 2006 to September 29, 2006**

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants who satisfy the minimum qualifications stated below and who are available for work in Washington State.

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**NOTICE**

***A Person with disabilities may request this information in alternate forms by calling the RFQQ Coordinator listed in Section 2.1 of this RFQQ. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service)***

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## SECTION 1 INTRODUCTION

The Washington State Department of Natural Resources, called "DNR", solicits proposals from firms interested in participating on a project described below:

**Timber sale layout work for a proposed timber sale under the Forest Improvement (FI) program. The sale name is the South Nasty FI Sorts Timber Sale. The work will include locating unit boundaries, timber marking, GPS mapping, road layout, cruising, and providing a project summary report.**

**1.01 Background.** The DNR is soliciting bids for timber sale layout work in accordance with guidelines set forth in the Forest Health Bill (SB 6144) approved by the state legislature on March 29, 2004. In essence, the bill recognizes that forest health problems and overstocked conditions are prevalent on thousands of acres of DNR managed lands throughout Eastern Washington. Much of the land in this condition cannot be treated under the regular timber sales program since the desired minimum stumpage value cannot be realized. This is due to the fact that the majority of the volume to be removed is smaller diameter, low value material. The forest health initiative was established as a pilot project to address this situation and make it possible to treat these stands. Proposed timber sales under this program will be sold as contract harvesting projects as provided for in the bill. The forest health bill will expire on December 31, 2007 unless an extension is granted by the legislature.

**1.02 Purposes.** The purpose of this project is to have timber sale layout work, as described in this proposal, completed for the project area.

**1.03 Minimum Qualifications.** The Contractor must be licensed to do business in the State of Washington. The Contractor must have a minimum of years 8 years of experience in layout of timber sales, timber cruising, and road layout. This experience must include at least 1 year of experience in each of the 3 primary categories: sale layout, timber cruising and road layout. The contractor shall provide a list of at least 3 references from previous clients for whom similar type services have been performed. Reference letters will be kept on file for a period of 3 years and can be used for future RFQQ proposals.

Employees who will be working on the contract must meet the minimum qualifications:

- 5 years experience in timber sale layout, cruising and road layout **or**
- Forest Technician Degree (or closely related field) and 2 years experience in timber sale layout, cruising and road layout **or**
- Bachelor's Degree in Forest Management (or closely related field) and 1 year experience in timber sale layout, cruising and road layout

Resumes from all field staff who will be working on the project are required. Proposals from Contractors who do not meet these minimum qualifications shall be rejected.

**1.04 Funding.** The DNR has budgeted money for pre-sale layout work as part of the forest health bill. A contract award from this solicitation is contingent upon available funding.

**1.05 Period of Performance.** The period of performance of the contract resulting from this Request for Qualifications and Quotations (RFQQ) is tentatively scheduled for March 6, 2006 to May 19, 2006. Any amendments extending the period of performance shall be at DNR's sole discretion.

**1.06 Definitions.** Definitions of terms used in this Request for Proposals include:

DNR - The State of Washington Department of Natural Resources.

Consultant - Person or company submitting a proposal in order to obtain a contract with DNR.

Contractor - Person or company whose proposal has been accepted by the DNR and is awarded a formal written contract.

RFQQ Request for Qualifications and Quotations. A formal procurement process that is used when the project scope and associated tasks are well defined. The objective is to select the firm most qualified to perform the work defined in the RFQQ in a competitive price. The process is less comprehensive compared to a Request for Proposal (RFP) since a technical proposal or work plan is not being requested from the proposers in an RFQQ.

**1.07 Americans with Disabilities Act (ADA).** The DNR complies with the Americans with Disabilities Act. Consultants may call the RFQQ Coordinator to receive this Request for Proposals in alternate forms. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service). This document can be prepared in Braille or on audiotape.

## **SECTION 2 GENERAL INFORMATION FOR CONSULTANTS**

**2.01 RFQQ Coordinator.** The RFQQ Coordinator is the sole point of contact in the DNR for this procurement. In general, the RFQQ Coordinator will also serve as the project leader for the DNR once the contract has been procured. All communication between the Consultant and the DNR shall be with the RFQQ Coordinator, as follows:

Name	Rod Pfeifle		
	Southeast Region DNR		
	713 Bowers Road		
	Ellensburg, WA 98926		
Phone Number	509-925-0929	Fax Number	509-925-8522

Communication with individuals other than the RFQQ Coordinator will be considered unofficial and non-binding on the DNR. Contractors are to rely on written statements issued by the RFQQ Coordinator. The contractor is encouraged to ask questions of the RFQQ Coordinator prior to contacting other DNR staff. If the RFQQ Coordinator is unable to answer a question from the contractor, he will obtain an answer from the appropriate DNR staff member.

**2.02 Submitting Proposals.** Consultants must submit three (3) copies of their proposal. One copy must have original signatures while two copies may have photocopied signatures. The proposal, whether mailed, electronically transmitted, faxed or hand delivered, must arrive at the DNR no later than 4:30 pm, local time, on May 12, 2006.

The proposal is to be sent to the RFQQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants who mail proposals should allow for normal mail delivery time to ensure timely delivery of their proposals to the RFQQ Coordinator. Consultants assume the risk for the method of delivery they choose. The DNR assumes no responsibility for delays caused by a delivery service. Proposals submitted electronically or by fax must be followed up with a signed copy by close of business on the deadline for submitting the proposal.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the DNR and will not be returned.

**2.03 Proposal Format.** Proposals must be on eight and one-half by eleven (8 ½ x 11) inch paper and placed in binders with tabs separating the major sections of the proposal. The three major sections shall include:

- 1) Letter of Submittal, including the signed Certifications and Assurances (Exhibit A);
- 2) Management Proposal; and,
- 3) Cost Proposal.

Responses to each RFQQ question or request for information must appear in the proposal in the order presented in this RFQQ with the same headings.

**2.04 Letter of Submittal.** The letter must be written on the Contractor's official business letterhead stationery. It must include the following, in the order given:

- 1) An itemized list of all materials and enclosures that collectively form the proposal.

- 2) A reference to all RFQQ amendments received by the Contractor by amendment issue date, or a statement that none were received.
- 3) A statement that the Contractor believes the proposal addresses all the mandatory requirements described in the RFQQ.
- 4) A statement which acknowledges and agrees to all of the rights of DNR including procurement rules and procedures, terms and conditions, and all other rights and terms specified in the RFQQ.
- 5) An expression of the Contractor's willingness to enter into an agreement with the DNR that includes the terms and conditions of the contract included as an Exhibit to the RFQQ.
- 6) The Contractor's guarantee that the proposal as submitted will remain in full force for 60 days from the proposal due date specified in the RFQQ;
- 7) The Contractor may include any other topics or statements in the letter that the Contractor feels are appropriate.
- 8) The letter must be signed by an individual who has full authority to legally bind the entity submitting the proposal to the contents of the proposal; and
- 9) The letter must provide the Contractor's address, telephone number, project leader's name, FAX number (if available) and e-mail address (if available).

**2.05 Pre-proposal Conference.** DNR recommends that Consultants who intend to submit a proposal attend the Pre-proposal conference. This conference will be held on Wednesday, April 19, 2006 at the DNR Southeast Region Office, 715 Bowers Road, Ellensburg, Washington at 10:00 am. Attendance is not mandatory. This meeting will also serve as the Pre-proposal conference for South Nasty and Divide RFQQ proposals.

DNR will send a copy of the questions and answers from the Pre-proposal conference to each Consultant who received a copy of the RFQQ. Written questions may be submitted in advance of the conference to the RFQQ Coordinator. The DNR shall be bound only to written answers to questions. Oral responses given at the Pre-proposal conference are unofficial.

## 2.06 Estimated Schedule of Activities

Place advertisement in Washington Newspaper	<b>April 12, 2006</b>
Issue Request for Qualifications and Quotations	<b>April 12, 2006</b>
Pre-proposal Conference or Questions (if applicable)	<b>April 19, 2006</b>
Issue addendum to RFQQ detailing responses to questions from the Pre-proposal Conference or Questions	<b>April 21, 2006</b>
Proposals Due	<b>May 12, 2006</b>
Evaluate and Score Proposals	<b>May 15 &amp; 16, 2006</b>
Announce Apparent Successful Contractor and provide fax or e-mail Notification to Unsuccessful Proposer(s)	<b>May 17, 2006</b>
Hold Debriefing Conferences (if requested)	<b>May 18 to May 25, 2006</b>
Negotiate Contract	<b>May 18 to May 19, 2006</b>
Draft Contract	<b>May 22 to May 24, 2006</b>
File contract with OFM (if required)	<b>May 25, 2006</b>
Sign Contract and begin Work	<b>May 31 to June 2, 2006</b>

**The DNR reserves the right to revise this schedule.**

**2.07 Failure to Comply.** If the Consultant fails to comply with any requirement of the RFQQ, DNR will reject the proposal.

**2.08 Signatures.** Proposals must be signed and dated by a person authorized to bind the Consultant to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

**2.09 Revisions to the RFQQ.** The DNR reserves the right to revise the RFQQ and/or to issue addenda to the RFQQ. The published questions and answers from the Pre-proposal conference/questions shall be an addendum to the RFQQ.

The DNR also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract. If DNR finds it necessary to revise any part of the RFQQ, addenda will be provided to all those who received the RFQQ.

**2.10 Rejecting Proposals.** The DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract from this RFQQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.

**2.11 Most Favorable Terms.** The DNR reserves the right to make an award without further discussing a submitted proposal. There will be no best and final offer process. The Consultant should submit the proposal on the most favorable terms that the Consultant can propose. The Consultant must be prepared to accept the provisions of his /her proposal for incorporation into a contract. Contract negotiations may incorporate some or the Consultant's entire proposal. The proposal will become property of DNR at no cost to DNR.

**2.12 Obligation to Contract.** This RFQQ does not obligate the State of Washington or the DNR to contract for services described.

**2.13 Costs to Propose.** The DNR will not be liable for any costs that the Consultant incurs in preparing a proposal related to this RFQQ, in conducting a presentation, or any other activities related to responding to this RFQQ.

**2.14 Commitment of Funds.** The Commissioner of Public Lands or his delegate is the only individual who may legally commit the DNR to the expenditures of funds for a contract resulting from this RFQQ/RFP. DNR cannot pay for any costs related to the proposal that are incurred before a contract is fully executed.

**2.15 Certifications and Assurances.** A Certifications and Assurances form, Exhibit A, must be signed by an individual with authority to obligate the Consultant to a contractual arrangement and be returned as part of the proposal.

**2.16 Proposal Requirements.** A Checklist of Proposal Requirements (Responsiveness) is attached as Exhibit B. The checklist is designed to assist the Consultant in preparing a proposal

**2.17 Insurance Coverage.** Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Financial Management Division (FMD) Risk Manager or in the absence thereof, the DNR Contract Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and contract. Said certificate(s) shall contain the above Contract number, name of DNR Project Leader, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.



Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability of responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.
- Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverage required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

- Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverage.
- DNR may require Contractor to provide the above from time to time to ensure Contractor=s continuing ability to self-insure. If at any time the Contractor does not satisfy the self-insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) conditions.

Employers Liability (Stop Gap) Insurance: If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Contractor shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover pollution cost or expenses as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Worker's Compensation Insurance: Contractor shall comply with all State of Washington worker's compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of contractor and employees of any subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by worker's compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by contractor pursuant to the indemnity agreement may be deducted from any payments owed by DNR to contractor for performance of this contract.

## **SECTION 3 PROJECT SCOPE OF WORK (SOW)**

### **3.01 Project Scope of Work.**

**The purpose of this contract is to layout of a timber sale under the forest improvement program. This work will include locating unit boundaries, locating riparian buffer zones, GPS mapping, road layout, cruising and a summary report. Field notes will be required for all field work.**

## **SECTION 4 MANAGEMENT PROPOSAL**

Provide all information requested in the exact order specified below:

### **4.01 Identifying Information.**

- 1) State the business name, address, principal place of business, telephone number, and fax number of legal entity or individual with whom contract would be written.
- 2) Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- 3) Specify the legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4) Describe the proposing organization including size, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.
- 5) Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- 6) State the location of the facility from which the Consultant would operate.
- 7) If the Consultant or any party named previously contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and description and/or other information available to identify the contract.

- 8) If the Consultant or any party named previously was an employee of the State of Washington during the past 24 months, or is now an employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 9) Consultants that employ or have on their governing board State employees or former State employees, as of the date of their proposal, shall identify such persons and their position and responsibilities within the Consultant's organization. If DNR determines that a conflict of interest exists, the Consultant may be disqualified from further consideration for award of a contract.

#### **4.02 Project Management**

- 1) Explain the Consultant's proposed methodology for conduct of the project. Provide a description of the proposed project staffing/organization to be used during the course of the project, including any subcontractors. A preliminary work schedule shall also be included describing the Consultant's plan for completing the project. A more formal work schedule will be required at the pre-work meeting for the successful bidder.
- 2) State the name, the title or position, and telephone number of the individual who would have primary responsibility for the project resulting from this RFQQ. Disclose who within the firm will have prime responsibility and have final authority for the work under the proposed contract. Name other individuals providing service on the project.
- 3) Identify responsibilities and qualifications of staff that will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the DNR.
- 3) Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.

#### 4.03 Experience of the Consultant

- 1) Indicate the years and type of experience the Consultant has in the following areas:
  - a. Timber cruising
  - b. Design and layout of a timber sale area (including marking)
  - c. GPS work
  - d. Road design and layout
- 2) Describe any other experience that shows the consultant's qualifications to perform the potential contract.

List similar contract(s) completed by the Consultant during the last five years that relate to the Consultant's ability to perform the services called for under this RFQQ. List contract reference numbers, contract period of performance, contact persons, and telephone numbers. A form to be used for previous contracts can be found in Exhibit B. Complete one form for each contract.

- 3) Consultant will supply letters from three (3) business references for whom work has been accomplished during the last three (3) years from the date the proposal is submitted. The letters shall briefly describe the type of service(s) provided, date(s) performed, and an objective evaluation of the quality of service(s) provided by the Consultant. Each letter shall include a name, address, and telephone number of a business representative and alternate to be contacted by the DNR, if deemed necessary. **All three (3) letters must be under business letterhead and sent directly from the business providing the reference to the DNR address listed in Section 2 (General Information for Consultants) of this RFQQ. All letters are to be received by no later than the date the proposal is due to the DNR.** If DNR does not receive the three (3) business letters on the due date, DNR may reject the proposal. By submitting a proposal, the Consultant grants DNR permission to contact the references. Reference letters will be considered valid for a period of 3 years from date of submittal and can be used for future proposals.
- 4) If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The DNR will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has occurred in the past five years, the Consultant shall provide a signed written statement to that effect as found in Exhibit C.

**4.04 Subcontractor Information Required.** If the Consultant intends to subcontract any of the proposed work described in its proposal, the Consultant shall submit the information required in Sections 4.1 and 4.3 for each proposed subcontractor. Authorization for allowing sub-contractors must come from project manager. Sub-contractors will be required to submit resumes and meet experience requirements of contractor. The primary contractor is responsible for insuring sub-contractor compliance with this contract, including all necessary insurance requirements.

**4.05 Minority and Women-Owned Business Enterprises (MWBE) Participation.**

**NOTE:** The use of federal funds may require the use of MWBE or small disadvantage business goals.

Minority and women-owned Business Enterprises (MWBE) are encouraged to participate in performing contract work resulting from this RFQQ. State agency goals are to award a minimum of 10% of their personal service contract dollars to minority-owned firms and a minimum of 4% to women- owned firms. Consultants are asked to voluntarily participate in assisting the state meet these goals.

Proposals which meet any of the following criteria shall be considered appropriate in assisting DNR meet state MWBE goals:

- The Contractor submitting the proposal is owned and operated by minorities or women and has been certified as an MWBE by the Washington State Office of Minority and Women's Business Enterprises. DNR will verify MWBE certification. The Contractor voluntarily agrees to subcontracting a minimum of ten percent (10%) of the contracting amount with a minority-owned business and/or four percent (4%) of the contracted amount with a woman-owned business. The subcontractor(s) must be identified in the Contractor's proposal and be certified as an MWBE by the Washington State Office of Minority and Women's Business Enterprises. DNR will verify MWBE certification.
- Indicate the anticipated percent of the total bid for each minority and/or woman-owned business and the amount of compensation anticipated for each.

MWBE specifications become part of the terms and conditions of any contract awarded from this RFQQ.

## **SECTION 5 COST PROPOSAL**

**5.01 Identifying Costs.** In this section of the proposal, the Contractor is to identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract. The Contractor is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the products as described in Exhibit E. The contractor shall provide a rate per unit of measure or an hourly rate for services over and above the expected scope of this contract. These rates shall be clearly stated in the cost proposal summary (Exhibit M).

**5.02 Rates.** Identify proposed staff by name, hourly rate, and expected use during contract performance. The Contractor shall charge the DNR only for staff specifically authorized by the DNR to perform work at the rates established in the contract.

**5.03 Award Not Based on Price Alone.** DNR will award a contract to the contractor who proposes the best combination of skills and abilities based upon the evaluation criteria and not necessarily to the Contractor who has the lowest bid.

**5.04 Legislative Testimony.** The Contractor may be expected to testify before the Washington State Legislature at the conclusion of the project. Fees and expenses for one trip to Olympia for testimony should be included in the cost proposal.

**5.05 State Sales Tax.** Consultants are required to collect and pay Washington state sales tax, if applicable.

**5.06 Subcontractors.** The Consultant must set out in the Cost Proposal the portion to be paid to certified MBE and/or WBE firm(s).

**5.07 Computation.** The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section. The result is the number of points awarded to the Consultant for this section. See the example below:

Example: Total points for cost section equals 60

Lowest bid	=	\$1,500
Consultant's bid	=	\$2,000
\$1,500 divided by \$2,000	=	0.75
0.75 times 60 points possible	=	<b><u>45.0</u></b> points for the cost proposal

## SECTION 6 EVALUATION AND CONTRACT AWARD

**6.01 Evaluation Team.** DNR will designate an evaluation team to evaluate proposals. The evaluation team will find the proposal that most closely meets the requirements stated in this RFQQ. The evaluation team will include the project leader and 2 or more DNR employees. Proposals will be evaluated according to the requirements outlined in this RFQQ and any addendum(s) provided to contractors prior to deadline for submittal of RFQQ.

**6.02 Administrative Requirements.** The RFQQ Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in the RFQQ. Only proposals meeting the minimum requirements will be forwarded to the evaluation team for further review. See Exhibit B for a Checklist of Proposal Requirements.

**6.03 Ability to perform.** When evaluating proposals, the evaluation team will consider a prospective contractor's ability to fulfill the obligations of the contract. A prospective contractor is responsible if he or she:

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;



- Has a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. Any special standards will be properly identified in this solicitation and will apply to all consultants/contractors. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

**6.05 Information Used for Evaluation.** Evaluators will use the information in the Consultants proposals and information gathered from Consultants references. No other information will be supplied to or used by the evaluation team.

**6.06 Evaluation Scoring.** The following weights will be assigned to the proposal components for evaluation purposes:

Management Proposal	40%
<ul style="list-style-type: none"> <li>○ Firm's relevant experience 10%</li> <li>○ Staff qualifications/team structure 10%</li> <li>○ Experience Points 10%</li> <li>○ References 10%</li> </ul>	
Cost Proposal	60%
Total for Written Proposals	100%

**6.07 Notification to Unsuccessful Proposers.** Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail or fax.

**6.08 General Terms and Conditions.** The apparently successful contractor will be expected to enter into a contract with the DNR which is substantially the same as the contract attached as Exhibit C, including the DNR's General Terms and Conditions.

A consultant may not submit its own standard contract terms and conditions in response to this RFQQ. The Consultant may submit exceptions or modifications that their firm may have to the proposed terms and conditions.

**6.09 Debriefing of Unsuccessful Proposers.** Consultants who submitted a proposal that was not selected will be given the opportunity for a debriefing conference. Consultants wishing a debriefing conference must contact the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant award letter is e-mailed or faxed to the Consultant. The debriefing must be held within three (3) business days of the consultant's request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

**6.10 Protest Procedure.** Consultants who responded to this solicitation and participated in a debriefing conference may file a protest to the selection of the winning proposal with the RFQQ Coordinator within three (3) business days after the debriefing conference.

Consultants protesting this selection shall follow the procedures described below. DNR will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- a matter of bias, discrimination or conflict of interest on the part of the evaluator;
- errors in computing the score;
- non-compliance with procedures described in the procurement document.

When DNR receives a protest, DNR will hold a protest review. The Commissioner of Public Lands or his delegate will consider all available facts and issue a decision in five business days of receiving the protest. If additional time is required, the protesting party will be notified of the delay.

If a protest might affect the interest of other Consultants that submitted a proposal, those Consultants will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DNR's action; or
- Find only technical or harmless errors in the DNR's acquisition process conduct and determine the DNR to be in substantially compliance and reject the protest; or
- Find merit in the protest and provide the DNR options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document.
- Make other findings and determine other courses of action as appropriate.

If the DNR determines that the protest is without merit, the DNR will enter into a contract with the apparently successful contractor.

**6.11 Proprietary Information/Public Disclosure.** Materials submitted in response to this competitive procurement become the property of the DNR. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Commissioner of Public Lands or designated representative and the apparent successful Contractor. After signing, the proposals become public records as defined in RCW 42.17.250 to .340, Public Records

The Consultant must clearly mark information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340. The page must be identified by printing the word "*Proprietary*" in the lower right hand corner of the page and the particular portion of the page that the Consultant claims as proprietary must be clearly marked.

The DNR will consider a Contractor's request for exemption from disclosure. DNR will make a decision based on applicable laws. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

DNR will charge for copying and shipping, as permitted by RCW 42.17.300. No fee shall be charged for inspection of contract files. Twenty-four (24) hour's notice to the RFQQ Coordinator is required. All requests for information should be directed to the Coordinator.

## **SECTION 7 RFQQ EXHIBITS**

Exhibit A	Certification and Assurances
Exhibit B	Previous Contract Contact Information
Exhibit C	Statement of Non-Default
Exhibit D	Checklist of Proposal Requirements
Exhibit E	Sample Personal Services Contract, General Terms & Conditions, and Scope of Work
Exhibit F	DNR Timber Sale Layout Guidelines
Exhibit G	DNR Road Layout Guidelines
Exhibit H	DNR GPS Office/Field Procedures
Exhibit I	DNR Cruise Standards & Grading Rules
Exhibit J	DNR Cruise Narrative
Exhibit K	DNR Final Report & Project Feedback Requirements
Exhibit L	Project Area and Description
Exhibit M	Cost Proposal Summary

## **EXHIBIT A**

### **CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the DNR without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this proposal, bid, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the DNR will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

---

Signature of Proposer

**Exhibit B**  
**Tamarack Junction FI Sorts**  
**Previous Contract Contact Information**

**Contract Name:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

**Name of Company or Government Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Office Telephone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **Cell Phone** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**E-Mail:** \_\_\_\_\_

**Preferred Contact Method & Time:** \_\_\_\_\_

**Contract Date From:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Brief Description of Contract:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Information Provided by:** \_\_\_\_\_

**Consulting Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Exhibit C**

### **Statement of Non-Default**

I, \_\_\_\_\_, representing the consulting firm of  
\_\_\_\_\_ located at  
\_\_\_\_\_

certify that our company has not defaulted on previous contracts, public or private, within  
the last 5 years prior to signing this statement.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **EXHIBIT D**

### **CHECKLIST OF PROPOSAL REQUIREMENTS (RESPONSIVENESS)**

- \_\_\_\_\_ Proposal was formatted with 4 major sections: letter of transmittal, technical specification, management specification and cost proposal.
- \_\_\_\_\_ Letter of Transmittal was signed by a person authorized to legally obligate the Consultant, including therein all the requirements stated under Letter of Transmittal of the RFQQ.
- \_\_\_\_\_ Four copies of the proposal were submitted.
- \_\_\_\_\_ Proposal was submitted on or before 4:30 p.m. on May 12, 2006.
- \_\_\_\_\_ Consultant has a minimum of \_\_\_\_\_ years experience in \_\_\_\_\_.
- \_\_\_\_\_ References from previous clients (minimum of 3).
- \_\_\_\_\_ Resumes of employees working on project.
- \_\_\_\_\_ Consultant is licensed to do business in the state of Washington.
- \_\_\_\_\_ The letter of submittal included a statement that a Certificate of Insurance would be provided, as a condition of award.
- \_\_\_\_\_ Proposal provided 60 days for acceptance of its terms from the due date of proposals.
- \_\_\_\_\_ The Certifications and Assurances, (Exhibit A), was signed and returned.
- \_\_\_\_\_ Previous contract(s) contact information (Exhibit B) if applicable
- \_\_\_\_\_ Statement of Non-Default (Exhibit C) if applicable
- \_\_\_\_\_ Cost Proposal Summary (Exhibit M)





**Exhibit E**  
**Draft Contract**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DOUG SUTHERLAND, Commissioner of Public Lands**  
  
**PERSONAL SERVICES CONTRACT**

**Contract No. 06-265**

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR, and [REDACTED], referred to as the Contractor, for the express purposes described in the following provisions of this Contract.

The purpose(s) of this Contract are to:

**Provide timber sale layout services for a proposed timber sale under the forest health program. The sale name is the Tamarack Junction FI Sorts Timber Sale. This work includes locating unit boundaries, locating riparian buffers, GPS mapping, road layout, cruising, and providing a summary report.**

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

**1.01 Rights and Obligations.** Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

## SPECIAL TERMS AND CONDITIONS

### 2.01 Scope of Work.

Layout of a thinning timber sale to meet the DNR's requirement for a contract harvesting sale. This work may include, but not limited to, locating unit boundaries, tree marking, GPS mapping, road layout, cruising, and detailed summary report.

The Contractor shall produce the following:

1. **Field Notes**-Within 5 working days of completion of task or unit.
2. **Road Notes**-Within 5 working days of completion of task or unit.
3. **Atterbury Cruise Report & Cruise Data**-Within 5 working days of completion of task or unit.
4. **Trimble GPS Mapping Data**-Within 5 working days of completion of task or unit.
5. **Summary Report & Project Feedback**- By 4:00 pm on contract termination date.

All reports (other than field notes) shall be submitted electronically to project leader. All required products must be delivered to the DNR Project Leader.

Attachments and exhibits that follow contain a detailed scope of work to be completed by the contractor. The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

**3.01 Conduct of Work.** The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

### 4.01 Period of Performance.

- (1) **Effective Date:** Subject to its other provisions, the period of performance under this Contract shall begin on **June 5, 2006**.

The provisions of chapter 39.29 RCW require DNR to file this contract with the Office of Financial Management (OFM). This contract must be reviewed and approved by OFM prior to signing of the contract. OFM is allowed up to 10 working days to approve or disapprove the contract. The contract will be void if OFM fails to approve the contract.

- (2) **Completion Date:** This contract shall terminate on **October 6, 2006** or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

## 5.01 Compensation and Payment.

- (1) Amount of Compensation: Total compensation, including expenses payable to Contractor for satisfactory performance of the work under this Contract, shall not exceed [REDACTED] (\$ [REDACTED]) for services described in Exhibit E. The compensation amount from above may be adjusted if the total timber sale acreage as described in Exhibit E changes by more than 10%. Additional work over and above the original scope of the contract as described in Exhibit L (e.g. marking) will also be paid at the rate agreed upon below. If it appears likely that total acreage of the project will change by more than 10%, it will be incumbent upon the Contractor to schedule a meeting with the Project Leader to discuss the circumstances of those changes and determine if an adjustment to the agreed upon compensation from above is justified. If additional work is required, the Contractor will be paid at a rate per unit or an hourly rate provided by the contractor in the Cost Proposal Summary (Exhibit M) of the RFQQ proposal and re-stated below.

TASK	RATE/UNIT
Unit Boundary Layout	\$ [REDACTED] /Mile
GPS Mapping of Boundaries or Roads	\$ [REDACTED] /Mile
Delineation of Stream Buffers	\$ [REDACTED] /Mile
Road Layout	\$ [REDACTED] /Station
Timber Marking	\$ [REDACTED] /Acre
Timber Cruising	\$ [REDACTED] /Acre

**OR**

An hourly rate of \$ [REDACTED] /Hour

If total acreage of the project decreases by more than 10%, the total compensation amount from above may be adjusted proportionately to the loss of acreage. For example, if the original project area estimate was 1,000 acres and the actual acreage turns out to be 750 acres, then the total compensation for the project may be decreased by 25%. This reduction in total compensation will only occur after circumstances of the acreage reduction are discussed by the Contractor and Project Leader.

**Any additional work must be pre-approved by the Project Leader from the DNR prior to starting.**

(2) Time of Payment: Payment for work performed shall be made after approval from the Project Leader from the DNR. Partial payment can be made as various tasks have been completed and approved by the Project Leader according to the following schedule:

<b>TASK</b>	<b>PAYMENT</b>
Unit Boundary Layout	10% of Contract Bid Price
GPS Mapping of Boundaries or Roads	10% of Contract Bid Price
Delineation of Stream Buffers	10% of Contract Bid Price
Road Layout	10% of Contract Bid Price
Timber Marking	10% of Contract Bid Price
Timber Cruising	10% of Contract Bid Price
Final Report & Approval	40% of Contract Bid Price

**OR**

On a unit-by-unit basis. If this method of payment is chosen, the contractor will be paid a proportionate amount of the bid price (based on acreage) less 10% holdback. Holdback will be paid to contractor after the project leader has made a final inspection of the project area and has approved the final report.

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. The contractor must choose between one of the payment methods from above prior to contract signing. Request for payment can be made twice monthly (1<sup>st</sup> and 15<sup>th</sup>). Payments shall be sent to the address designated by the Contractor. The DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

(3) Invoices: Payment for services rendered shall be payable when the contractor submits properly completed invoice vouchers. These vouchers are available from the DNR project leader. The Contractor shall submit invoices after completion of the tasks listed above or after the project has been completed. Invoices cannot be submitted until the project leader has approved the required tasks.

The Contractor shall make requests for payment on state invoice voucher forms prepared as DNR prescribes. Invoice vouchers shall include information necessary for the DNR to determine the exact nature of all expenditures and shall identify the tasks or units completed for which payment is requested. The rate of compensation for each task or unit shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Leader.

(4) Expenses. No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5.01(1) and no additional payment shall be made under this Contract without prior approval of Project Leader.

**7.01 Acceptance.** Progress payments shall become due and payable when the Contractor delivers each product and DNR favorably accepts the product. If a product is not acceptable to DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the product and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying the action to be taken to make the product acceptable to the DNR.

**8.01 General Insurance Requirements** At all times during the term of this contract, the Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the Contract Number (05-399), name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

(1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

(2) Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverage required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverage.

DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self-insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

(1) Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

(2) Employers Liability (Stop Gap) Insurance: If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(3) Business Auto Policy (BAP) Insurance: Contractor shall maintain business auto liability and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

(4) Worker's Compensation Insurance: Contractor shall comply with all State of Washington worker's compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by worker's compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

## **9.01 Project Manager.**

(1) The Project Leader for the Contractor is:

**[Name]** \_\_\_\_\_

**[Title]** \_\_\_\_\_

**[Address]** \_\_\_\_\_

**[City, State, Zip]** \_\_\_\_\_

**[Office Phone]** \_\_\_\_\_

**[Cell Phone]** \_\_\_\_\_

**[E-Mail Address]** \_\_\_\_\_

(2) The Project Leader for the DNR is:

**Rod Pfeifle**

**Forest Improvement Forester**

**Southeast Region DNR**

**713 Bowers Road**

**Ellensburg, WA 98926**

**509-925-0929 (O)**

**509-680-3175 (C)**

**[rod.Pfeifle@wadnr.gov](mailto:rod.Pfeifle@wadnr.gov)**



**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CONTRACTOR NAME**

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FEIN: \_\_\_\_\_

UBI Number: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

WILLIAM O. BOYUM

Title: Region Manager

Address: 713 Bowers Road

Ellensburg, WA 98926

Telephone: 509-925-8510

Personal Services Contract  
Approved as to form 29 September 97  
By the Assistant Attorney General  
State of Washington

## **GENERAL TERMS AND CONDITIONS**

**1.01 Identification.** The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

**2.01 Independent Capacity of Contractor.** The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

**3.01 Deductions.** The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

**4.01 Retention of Records.** The Contractor shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**5.01 Right of Inspection.** The Contractor shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

**6.01 Treatment of Assets.** Title to all property furnished by the DNR shall remain property of the DNR. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the DNR upon delivery of such property by the Contractor.

Any property of the DNR furnished to the Contractor shall, unless otherwise provided herein or approved by the DNR, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to DNR property resulting from the contractor's negligence or which results from the contractor's failure to maintain and administer that property according to sound management practices. If there is loss or damage to DNR property, the Contractor shall notify the DNR of the loss and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the DNR all property of the DNR prior to settlement upon completion, termination or cancellation of this Contract.

**7.01 Close-out.** The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

**8.01 Non-discrimination.** During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

**9.01 Assignability.** This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

**10.01 Subcontracting.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

**11.01 Changes/Extras.** The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless the DNR Project Manager has authorized such changes or extras and the price in advance in writing. No extension of time because of changes or extras will be allowed, unless the DNR Project Manager has authorized such extension.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until both parties have signed a contract amendment.

**12.01 Disputes.** The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision, the Contractor shall proceed diligently to perform under the provisions of the contract.

**13.01 Conflict of Interest.** The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**14.01 Termination of Contract for Cause.** The DNR may terminate this Contract in whole, or in part, at any time after thirty (30) days notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

**15.01 Termination for Funding Reasons.** The DNR may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

**16.01 Termination for Convenience.** The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

**17.01 Hold Harmless and Indemnification.** To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. A Claim as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

**18.01 Publication Rights, and Rights to Data, Patents and Inventions.** The Contractor shall not publish any of the results of the contract work without the advance written permission of the DNR. DNR will not be unreasonably withhold permission and will respond to publishing request within thirty (30) days.

Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate therefrom, shall be transferred to the DNR with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the DNR, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the DNR, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, data includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and the methodology for those models.

**19.01 Licensing, Accreditation and Registration.** The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**20.01.1 Confidentiality.** Contractor shall not disclose to any third party any proprietary or confidential information received from the DNR, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the DNR, except as may be authorized by the DNR in writing. All information developed in the performance of this Contract shall be considered the DNR's proprietary information.

**21.01 Governing Law.** The laws of the State of Washington shall govern this Contract. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1). Applicable federal and State statutes and regulations;
- (2). The Special Terms and Conditions as contained in the main contract instrument;
- (3). The General Terms and Conditions contained in this Attachment A;
- (4). Any Statement of Work attached hereto and incorporated by reference herein; and
- (5). Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

**22.01 Jurisdiction/Venue.** This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

**23.01 Waiver.** A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless Stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

**24.01 Entire Contract.** This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any Statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

**25.01 Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

## SCOPE OF WORK

### 1.01 Background

- **Sale Boundary Layout (See Exhibit F)**
  - o Locate unit boundaries using maps and/or prescription designated by DNR Project Leader
  - o Boundaries will be marked with ribbon and/or sale boundary tags. Ribbon to be provided by contractor. DNR Project Leader will determine ribbon color. Ribbon color should be consistent throughout the project area and described in the summary report. Tags provided by DNR.
- **Delineation of Stream Buffers**
  - o Locate Type 3 and/or 4 exclusion zones
  - o Locate Type 5 Equipment Limitation Zones (ELZ)
  - o Boundaries will be marked with marked with ribbon and sale boundary tags or special management zone tags. Ribbon color should be consistent throughout the project area and described in the summary report. Tags provided by DNR. See exhibit D-1 for specific details.
- **GPS Mapping (See Exhibit H)**
  - o Create shape files of unit boundaries and roads (if necessary) using attached DNR GPS guidelines.
- **Timber Marking**
  - o Mark trees according to DNR prescription. DNR will provide paint. Color will be determined by state. A complete band of paint (at least ½ inch wide) required at eye level and one butt mark on downhill side of tree at least 2 inches in diameter.
- **Cruising (See Exhibits I and J)**
  - o Timber cruise of cut trees, leave trees, or total volume to develop a harvest prescription according to attached DNR cruising guidelines.
- **Roads (See Exhibit G)**
  - o Road layout and design following DNR project managers proposed road locations. See attached DNR road layout guidelines.
- **Summary Report & Project Feedback (See Exhibit K)**
  - o See attached DNR report guidelines

### **3.01 Description of plan to accomplish tasks, study, project, etc**

The contractor is expected to have the necessary staff and equipment to complete the project in the allotted time frame. The contractor must provide a proposed work schedule and Project Leader to the DNR's Project Leader at the pre-work meeting. The contractor's staff members who will be working on the project are expected to be at the pre-work meeting. The Project Leader for the contractor is expected to provide regular progress reports to the DNR's Project Leader once work commences. Access to the project area is the responsibility of the contractor including the use of snowmobiles, ATV's, snowshoes, or other equipment necessary to complete the project. The contractor is further expected to provide or have access to all necessary equipment to complete the project on the ground such as Relaskops, paint guns, compasses, clinometers, field notebooks, and other equipment necessary to complete the project.

### **4.01 Project schedule for conduct of work**

Following is a list of tasks associated with this project. Actual target dates for completion of the tasks will be discussed at the pre-work meeting. It is understood that the consultant may be working on different tasks at the same time after the pre-work meeting. The project leader for the DNR (or their representative) is expected to approve or disapprove completion of the task within five (5) working days after the consultant submits required field notes and/or reports and notifies the project leader that the task has been completed.

<b>TASK</b>	<b>DATE</b>
Pre-work meeting	<b>5/31 to 6/2/2006</b>
Locating unit boundaries & submission of field notes	
Delineation of stream buffers	
GPS mapping & submission of data	
Road layout & submission of field notes	
Timber cruise, report and submission of data	
Timber marking	
Final inspection & approval of project tasks by DNR project leader	<b>9/29/2006</b>
Summary report & project feedback	<b>9/29/2006</b>
Approval of summary report by DNR project leader	<b>10/6/2006</b>
Authorization for final payment to contractor by DNR project leader	<b>10/6/2006</b>



### **5.01 Products and Timelines**

The contractor shall be responsible for submitting the following information and reports:

1. Layout Field Notes
2. GPS Data
3. Cruise Data
4. Road Layout Notes
5. Cruise Report
6. Summary Report & Project Feedback

Field notes, data and reports should be submitted to the DNR project leader within five (5) working days after completion of the task.

### **6.01. Acceptance Criteria for Products**

The project leader for the DNR (or their representative) will accept or reject tasks submitted for approval within five (5) working days after submission. Submitted work will be checked for accuracy and adherence to guidelines set forth in the contract. If a task submitted for approval is not acceptable to the DNR, the project leader for the DNR will contact the contractor's project leader to discuss reasons for disapproval and steps necessary to bring the work up to DNR standards. The contractor is then expected to provide a timeline for making the necessary changes to bring the work up to DNR standards within a reasonable period of time agreeable to both parties.

If unacceptable work is rejected a second time, the DNR reserves the right to charge the consultant for additional cost incurred to the DNR for future inspections. This work will be charged at a rate of \$50 per hour for all DNR employees (including support staff) used to approve the required task.

DNR reserves the right to request additional reports relating to various aspects of the project.

## **Exhibit F**

### **DNR Timber Sale Layout Guidelines**

#### **Unit Boundaries**

- Red flagging around unit boundary (Required). **Flagging to be provided by contractor.**
- White “TIMBER HARVEST BOUNDARY” tags with red flashers around unit boundary (As required by project manager). Tags and flashers provided by DNR.
- Unless otherwise directed by project leader, property lines will require flags, tags and flashers.
- Contractor must take field notes describing what was found on the ground while laying out unit boundaries. These features may include survey monuments, blaze lines, fences, etc. Be specific on survey monuments describing monument itself, bearing tree(s), and whether or not monument needs maintenance or replacement.

#### **Timber Marking**

- Blue leave trees (If marking is part of proposal). Paint to be provided by DNR. **Paint guns to be provided by contractor.**
- Orange cut trees (If marking is part of proposal). Paint to be provided by DNR. **Paint guns to be provided by contractor.**

#### **Road Layout (Refer to Exhibit G for specific details)**

- Orange flagging and stakes for centerline (If road layout is part of proposal). **Flagging and 24” stakes to be provided by contractor.**
- Yellow flagging for clearing limits (If road layout is part of proposal). **Flagging to be provided by contractor.**
- Orange “RIGHT OF WAY” boundary tags and orange flashers for clearing limits (If road layout is part of proposal). Tags and flashers provided by DNR.
- If you have specific questions regarding DNR road layout requirements, please contact the project leader. If the project leader does not have an answer to the question, he will refer the contractor to the appropriate DNR engineering staff member to answer the question.

#### **Equipment Limitation Zones (ELZ’s) for Type 5 streams**

- 30’ ELZ (Horizontal Measurement) on either side of stream unless otherwise stated by DNR project leader.
- Blue flagging on ELZ boundary. **Flagging to be provided by contractor.**
- Blue “SPECIAL MANAGEMENT UNIT” boundary tags and orange flashers on ELZ boundary. Tags and flashers provided by DNR.

**No Entry Riparian Management Zones (RMZ's) for Type 3 and 4 streams**

- 50' RMZ (Horizontal Measurement) on either side of stream for type 4 waters and RMZ width (Horizontal Measurement) based on site index guidelines in Forest Practice Manual on either side of stream for type 3 waters unless otherwise stated by DNR project leader.
- Red flagging on RMZ boundary. **Flagging to be provided by contractor.**
- White "TIMBER HARVEST BOUNDARY" tags with red flashers required on RMZ boundary. Tags and flashers provided by DNR.

**GPS Requirements & Settings (Refer to Exhibit H for specific details)**

- PDOP of 8 or lower desired for data collection
- Ability to send corrected data files to DNR electronically to Project Leader
- If you have specific questions regarding DNR GPS requirements, please contact the project leader. If the project leader does not have an answer to the question, he will refer the contractor to the appropriate DNR GIS/GPS staff member to answer the question.

**Timber Cruising (Refer to Exhibit I for specific details)**

- Pink flagging at reference points, road crossings, unit boundaries. Reference flags shall include line number, distance and bearing to next plot and/or previous plot, cruisers initials, BAF used and date. **Flagging to be provided by contractor.**
- Pink flagging tied to plot center. Acceptable plot centers include a branch stuck in the ground, broken shrub or other object that can be easily identified by check cruiser. **Flagging to be provided by contractor.**
- Pink flagging for plot identifier. Plot identifier should be hung at eye level on branch close to plot center. Plot identifier flags shall include line number, plot number and cruiser's initials. **Flagging to be provided by contractor.**

**Project Leader**

All questions regarding sale layout should be referred to:

**Rod Pfeifle**  
**Forest Improvement Forester**  
**Southeast Region DNR**  
**713 Bowers Road**  
**Ellensburg, WA 98926**  
**[Rod.Pfeifle@wadnr.gov](mailto:Rod.Pfeifle@wadnr.gov)**  
**509-925-0929**

## **Exhibit G**

### **DNR Road Layout Guidelines**

#### **DNR will provide contractor with the following**

- Project map showing existing roads, proposed unit boundaries and stream types
- Estimated stations of new construction and re-construction using GIS
- Location of road(s) requiring reconstruction shown on project map
- Proposed location of new access road(s) shown on project map
- Map showing roads to look at for pre-haul maintenance
- Stream types shown on project map (to be verified by contractor)
- List of new stream crossing structures and sizes with locations (to be verified by contractor)
- List of existing stream crossing structures on reconstruction roads
- Logging system by unit

#### **Initial Reconnaissance**

- Contractor is expected to do an initial field reconnaissance of reconstruction roads to be familiar with the location and type of work to be done. Items to look at and record in the field notes for each road identified by the DNR for reconstruction include:
  - o Estimate stations of reconstruction and confirm location of each road.
  - o Determine type of road e.g. outsloped, crowned, ditched. Should this be changed to something else?
  - o Check for existing drainage structures (water bars, drain dips, etc.) and note location. Determine if more drainage structures are necessary.
  - o Check exiting water crossings (culverts, fords, etc.) and determine if they are adequate or should be replaced. Use the culvert sizing chart for “NP” and “NS” streams found in Section 3 of the Forest Practices Board Manual. Do culverts need cleaning?
  - o Check for existing ditches and determine if more will be necessary. Do ditches need cleaning?
  - o Determine if rock is needed and if so, recommended size, quantity and location of nearest pit(s).
  - o Check for existing turnouts and determine if more will be necessary.
  - o Any other observed reconstruction issues and problems.

- Contractor is expected to do an initial field reconnaissance of proposed new construction roads as shown on DNR provided project maps. Contractor should take note of features (rock outcrops, wetlands, topography, slope stability issues, cultural resources, and large overstory trees that could affect road stability) that may require alteration of the location of the road shown on the map. Significant changes to proposed new road locations should be shown on the project map and must be approved by the project leader prior to implementation. Items to look at and record in the field notes for reconnaissance of proposed new roads include:
  - o Estimated number of drainage structures (water bars, drain dips, etc.), proposed spacing and location
  - o Make a list of water crossing structures (culverts, fords, etc.) that will be required. Use the culvert sizing chart for “NP” and “NS” streams found in Section 3 of the Forest Practices Board Manual to determine appropriate culvert size.
  - o Determining if ditches will be necessary
  - o Determining if rock is needed and if so, recommended size, quantity and location
  - o Proposal for type of road surface (outslope, inslope, crown with ditch, etc.)
  - o Proposed location of turnouts if needed
  - o Any other new construction issues and problems that are observed
- The contractor is encouraged to invite the DNR project leader and a representative from the DNR engineering staff (if available) along on the initial field reconnaissance. This will help to insure that the contractor and the DNR have the same expectations for the project.
- After the initial field reconnaissance work has been completed, the contractor will be required to submit their findings and recommendations to the DNR project leader who will submit a copy to a representative from DNR engineering staff for approval. The contractor is expected to submit a copy of their field notes, a brief narrative description of their layout proposal, and an updated project map showing proposed changes to road layout work.
- The contractor must obtain approval from the DNR project leader prior to implementing the road layout proposal.

#### **Layout of Roads (Construction or Reconstruction)**

- Start of new road layout or reconstruction segment should be marked with station number (e.g. 1 + 00) written on one the back side of Right of Way (ROW) tags and “Start Reconstruction Road \_\_\_\_\_” or “Start Road\_\_\_\_\_”. A tag with this information shall be placed on either side of the ROW. Begin flagging centerline with orange flagging. Hang two orange ribbons at the start of new construction or reconstruction segment.

- Begin marking clearing limits with yellow flagging and orange “RIGHT OF WAY” boundary tags and flashers provided by Project Leader. Clearing limits for new roads and entire reconstruction segments shall be flagged with yellow ribbon and marked with “RIGHT OF WAY” boundary tags with orange flashers facing the centerline. Width of clearing limits will be specified by the DNR.
- Orange centerline ribbons and yellow clearing limit flags shall be easily inter-visible.
- Hang two orange flags at road junctions. The station number and “Road Junction \_\_\_\_” shall be written on the backside of ROW tags. These tags shall then be stapled to trees on either side of the clearing limit.
- Turnouts shall be installed to provide a maximum distance of 1,000 feet between turnouts.
- All proposed turnouts should be clearly marked on the ground. Turnouts should be 50’ in length and 10’ wide with 25’ of taper on each side. At the start of the turnout, the station number and “Begin Turnout-\_\_\_\_ Side of Road” written on back side of ROW tag. A tag with this information shall be placed on either side of ROW and stapled to the clearing limit tree.
- Tags shall be placed at the location of all road improvement structures including drain dips, water bars, placement of rock, culverts or bridges, etc. Station number and “Install \_\_\_\_\_” shall be written on the back side of ROW tags (e.g. Station 20 + 23 Install 24” x 32’ CMP). A tag with this information shall be placed on either side of ROW and stapled to the clearing limit tree.
- Place tags at the beginning and end of road segments requiring rock. Write information on the back side of the tags (e.g. 12 + 34 Start Rocking). A tag with this information shall be placed on either side of ROW and stapled to the clearing limit tree. Be sure to record recommended size of rock and depth in field notes.
- If there is more than 200’ between road improvement structures, the contractor shall mark the station number on the back side of ROW tags so that the road-building contractor has regular reference points. The only information required on these tags is the station number. A tag with this information shall be placed on either side of ROW and stapled to the clearing limit tree.
- End of construction should be marked with station number (e.g. 20 + 23) written back side of ROW tags and “End Reconstruction Road \_\_\_\_\_” or “End Road \_\_\_\_\_” written on the other side of the tags. A tag with this information shall be placed on either side of ROW and stapled to the clearing limit tree. Three orange flags should be hung at the end of the road. Remember to increase the size of the right of way at the end of the road to accommodate a turn around and landing area.

- Additional things to remember during road layout
  - o Do not exceed gradients of 15% for favorable grades and 10% for unfavorable grades. Gradients in excess of these guidelines may be acceptable for short pitches on straight portions of the road with room for run out. Consult with DNR project leader for approval of grades exceeding these guidelines.
  - o A minimum curve radius of 60' is required for standard logging spurs. A minimum curve radius of 80' is required for main line or secondary roads and road systems that will be expanded upon.
  - o If steep side slopes are present (greater than 55%) or there would be a significant amount of cut and fill work (greater than 4' at centerline), a design completed by the DNR engineering department will be required.
  - o If there are any questions about any of the layout procedures, the contractor is advised to curtail work on that portion of the project and contact the DNR project leader for clarification.
- The contractor shall provide legible field notes and/or point feature notes from the GPS data recorder to the DNR project leader after the new construction or reconstruction layout work for the road has been completed. The project leader will submit a copy of these notes to the DNR engineering representative.

### **Mapping Roads using GPS**

- All roads (new or reconstruction) laid out by the contractor shall be mapped using resource grade GPS equipment that is acceptable to DNR standards. Standards need to be the same as those required for mapping unit boundaries. Contact the project leader for the DNR if you have specific questions about the equipment you are using and compatibility with DNR requirements.
- Remember that the minimum acceptable PDOP for DNR GPS work is 8 using NAD 83 datum. Please refer to Exhibit D-3 for specific GPS requirements.
- Features that were identified on the ground including start of new construction/reconstruction, road improvement structures, road junctions, turnouts, reference points, and end of new construction/reconstruction should be recorded as point features on the data recorder.
- Map all proposed rock sources and borrow sites that will be used as part of the project.
- After mapping, all GPS road data shall be transmitted to the DNR project leader electronically using the same criteria outlined in Exhibit D-3 for GPS work.
- The contractor shall provide a road layout map to the DNR project leader after GPS work has been completed.

### **Acceptance Procedures**

- At the completion of the road layout portion of the contract, the contractor shall provide the DNR project leader the following items
  - o Road layout notes
  - o Electronically submitted GPS data
  - o Road layout map
  - o Road layout report (Part of final report required at the completion of the contract)
- The DNR project leader will provide copies of the items listed above to a representative of the DNR engineering department
- The project leader and/or engineering representative will review the submitted items for accuracy and completeness.
- A field inspection of completed layout work by the project leader and/or engineering representative will be required. The contractor is encouraged to be a part of this field inspection so that he/she can answer questions that may arise. These inspections can also be requested ongoing throughout the layout process to avoid having several roads to inspect at the end of the project.
- Once the work has been approved by the DNR, the project leader will notify the contractor of acceptance in writing. The contractor can then submit a request for payment for that portion of the project at that time.
- The DNR project leader will notify the contractor in writing of unacceptable work. This notice will describe the inadequacies of the work and what steps are necessary to correct the problems. The contractor must then complete the re-work in a reasonable period of time agreed upon by both parties. The corrected work shall then be submitted to the DNR project leader for approval.

**All questions regarding road layout work should be referred to the DNR project leader. If the project leader does not have an answer, he will contact the appropriate engineering staff member and provide answers to your questions.**



# **Exhibit H**

## **GPS Office/Field Procedures**

### **GENERAL GUIDELINES**

- Contractor is required to use GPS equipment to map unit boundaries and road layouts.
- GPS equipment must be of resource grade and approved by the DNR. Contact the DNR project leader if you have questions regarding the compatibility of your equipment.
- Data collected must be transmitted electronically to the DNR project leader at the e-mail address listed at the end of this exhibit.
- Files should be clearly labeled so that DNR project leader can understand what they are (e.g. Unit #1 Boundary).
- Contractor is required to nest on survey corners and describe the corner (e.g. NW Sec. Corner Sec. 1).
- Procedures that follow are taken directly from DNR guidelines for GPS mapping.

### **DATA COLLECTOR SETTINGS**

- Configuration\GPS rover options\Logging options
  - Point feature: 5 sec
  - Line feature: 5 sec
- Configuration\GPS rover options\Position filters
  - Position Mode: Manual 3D
  - SNR mask: 6.0
  - PDOP mask: 8.0
  - PDOP switch: 8.0
- Configuration\GPS rover options\Antenna options
  - Confirm: never
- Configuration\Coordinate system\UTM (or state plane for use with GIS)
  - Altitude units: feet

- Altitude ref: M.S.L.
- Configuration\Units and display
  - Distance: feet
  - Velocity: mph
- Configuration\datum
  - WGS84\NAD83Conus (or NAD27 conus if working with GIS)

**Settings you can change when you REALLY need to get points and are having trouble and have run out of patience: When you lower these critical settings try to increase the amount of data collected in your line feature (walk slowly or stop frequently), and nest more points.**

If you **don't** have real time: (in order of preference)

1. Change collection intervals to 1 second.
2. Change PDOP from 8 to as high as 12 in the data logger.
3. Change SNR from 6 to no lower than 5
4. Change elevation mask from 15 to no less than 10. (Note this may prevent a number of points from post processing)

If you **have** real time: (in order of preference)

1. Change collection intervals to 1 second.
2. Change elevation mask from 15 to no less than 10.
3. Change PDOP from 8 to as high as 12 in data logger.
4. Change SNR from 6 to no lower than 5
5. Change from Manual 3D mode to Auto 2D/3D and follow protocol above.

**All questions regarding GPS mapping work should be referred to the DNR project leader. If the project leader does not have an answer, he will contact the appropriate GIS staff member and provide answers to your questions.**

# **Exhibit I**

## **DNR Timber Cruising Guidelines**

### **GENERAL GUIDELINES**

- a. Contractor will be required to cruise all units in the project area.
- b. Contractor must submit a cruise plan using the DNR pre-cruise narrative form to the DNR project leader for approval prior to beginning the cruise. This cruise plan will include the following:
  - Unit(s) to be cruised and acreages from GPS map (if available) or DNR preliminary project map if cruising is to be done prior to layout and mapping of unit boundaries
  - Proposed cruise intensity (plots/acre) for each unit
  - Cruise grid to be used (e.g. 3 chains between plots & 4 chains between lines)
  - Map showing orientation of cruise lines for each unit
  - Proposed BAF for each unit
  - Name(s) of cruisers who will be working on each unit
  - Anticipated start and end date for each unit

### **CRUISING REQUIREMENTS**

- a. Cruises shall be compiled using the Atterbury SuperAce 98 or SuperAce 2004 software.
- b. All cruising will be done using variable plot sampling methods with an American Scale Relaskop unless otherwise agreed to by the project leader. The same BAF must be used throughout a unit.
- c. If the timber to be removed from the sale area is by prescription, a total volume cruise will be required to develop a stand table and final prescription. If the timber to be removed from the sale area is designated by marking, it will be necessary to conduct a cut tree cruise and a leave tree cruise. If doing separate cut tree and leave tree cruises, different basal area factors can be used for the cut tree cruise and leave tree cruise provided that all other cruising requirements are followed. All live trees four inches DBH and larger will be cruised. A sampling error for trees per acre of all species shall not exceed 10% for the sale.
- d. For each timber sale, sample intensity shall yield a combined sampling error at 1 Standard Deviation of 6 to 8% for the total volume in net MBF all species, unless otherwise agreed to.

- e. The contractor will be responsible for cruise design and layout. The contractor shall provide a summary of this information to the project leader from the DNR as well as a cruise map showing line and plot location.
- f. Plot centers will be identified with a flag tied to a branch stuck in the ground, broken shrub, or other object that can be easily identified by the project leader or their designee for check cruising purposes. An identifying flag with line number, plot number and cruiser initials shall be hung at eye level on a branch close to plot center. Flagging will be hung between plots only if it will be difficult for the check cruiser to follow the cruiser's line. At least half (1/2) of the plots shall be measure plots using 1-inch diameter classes. Reference flags shall be hung at beginning and end of line, road crossings, access points, etc. Reference flags shall include line number, distance and bearing to next plot and/ or previous plot, cruisers initials, BAF used and date.
- g. Log grading rules are defined in the *Official Rules for Log Scaling and Grading Bureaus* published by the NW Log Rules and Advisory Group and by the DNR's eastside grading rules as defined in attached grading rules.
- h. Cruise and merchantability specifications will be in accordance with the guidelines below:
  - Cruise all merchantable conifer species using total height
  - Minimum merchantable top diameter (dib) is 2"
  - Merchantable tree must be at least 34% sound
  - Minimum dbh for all species 4"
  - Minimum log length for all species 8'
  - Cruise snags (WRT's) 10" dbh and greater (2" dbh classes, estimated height)

Sales located in Yakima, Kittitas and Chelan Counties will use the Southeast Species Table. Klickitat County west of the Klickitat River will use Grade Zone 3 Species Table. A 2-inch minimum merchantable top dib will apply to all species.

- i. Sales located in Klickitat County and west of the Klickitat River shall be cruised using Bureau 32' log lengths for all species except ponderosa pine. Sales in other Eastern Washington counties will be cruised using DNR's eastside rules with 16' log lengths for all species.

## **CRUISE DATA, REPORTS AND MAPS**

- a. All maps and reports will be delivered to the DNR in electronic format. Acceptable formats include *MS Word* and *Adobe PDF* unless otherwise agreed prior to delivery. Delivery will be by electronic file and e-mailed to the DNR project leader.
- b. Cruise data will be delivered in a SuperAce 98/04 “\*.zip” file format.
- c. A map showing cruise lines, plot locations, reference points, BAF used and access routes are to be made for each timber sale unit.
- d. A cruise narrative will be completed following completion of each sale. The cruise narrative will follow the format as specified by the DNR and listed here as Exhibit I.
- e. Cruise volume and sort reports will be completed as specified by the DNR. Reports shall be submitted to the DNR project leader in PDF format in the following order for each unit.
  - i. Cruise narrative
  - ii. Species, sort, grade – BF sawlog volumes, tonnage volume, and cubic foot volume (by unit and sale summary)
  - iii. Project statistics (Sale summary)
  - iv. Statistics summary (by unit)
  - v. Species summary – Trees, Logs, Tons, CCF, MBF (by unit and sale summary)
  - vi. Log stock table-MBF (by unit and sale summary)
  - vii. Log stock table-Tons (by unit and sale summary)
  - viii. Log stock table-CCF (by unit and sale summary)
  - ix. Stand table summary (by unit and sale summary)
- f. Reports will be converted to *Adobe PDF* format and assembled in one PDF file for each unit.

## **CRUISE AUDITING/CHECK CRUISING**

- a. A pre-work meeting is required prior to beginning a cruise. The pre-work will include at least one representative from the contractor and one or more representatives from the DNR including the project leader. The cruise plan submitted by the contractor will be reviewed at that time. A request for the pre-work must be received by the DNR at least 48 hours prior to the date requested.

- b. DNR may audit any cruise data, maps and reports submitted to the project leader prior to acceptance for payment. Work will be audited for accuracy and completeness. Audits will be on a unit-by-unit basis.
- c. Cruise volumes will be considered acceptable if DNR determines the cruise is within +/- 7% of DNR's check cruise estimate. Cruise volume comparison will be based on a unit basis at the DNR's discretion.
- d. Log sorts will be checked for reasonableness and considered acceptable at the DNR's discretion.
- e. Units that are considered unacceptable by audit must be reworked within five working days of such notice and will be subject to re-inspection or additional review prior to approval for payment.
- f. Payment will be made upon final acceptance by the DNR of all units as prescribed in the personal services contract. All required reports, maps and data should be delivered to the DNR within five working days following contractor's completion of the cruise. The report can be incorporated into the final report due at completion of the sale layout contract.

**All questions regarding timber cruising should be referred to the DNR project leader. If the project leader does not have an answer, he will contact the appropriate staff member from DNR and provide answers to your questions.**

## Grading Rules Eastern Washington

### General Grading Requirements

- Eastside grading rules should be used throughout with the exception of those portions of Klickitat and Yakima Counties lying west of the Klickitat River.
- Westside grading rules should be used in those portions of Klickitat and Yakima Counties lying west of the Klickitat River for all species except ponderosa pine.
- Only 4 species need to be graded in Eastern Washington
  - 1) Ponderosa pine using Anderson Tree Grade System
  - 2) Douglas-fir using *Inland Douglas Fir Log Grades*
  - 3) Western larch using *Trial Log Grades for Associated Species*
  - 4) Grand fir using *Trial Log Grades for Associated Species*

### Anderson Tree Grades for Ponderosa Pine

GRADE NUMBER	AGE	LUMBER PRODUCTON	SIZE LIMITS
<b>1</b> (Select)	Mature or over-mature usually 300 years or older	Ordinarily 20% to 40% D & BTR select with lesser amounts of shop lumber	Seldom under 20" dbh except on poorest sites
<b>2</b> (Shop)	Mature or over-mature usually 300 years or older	Ordinarily 25% to 40% of shop lumber all grades-with lesser amounts of D & BTR	Rarely under 26" dbh
<b>3</b> (Bull Pine Young)	Immature-usually not over 120 years old	Yield 50% to 80% of #2 common lumber	Seldom over 18" dbh
<b>4</b> (Bull Pine Old)	Just going into maturity, usually not over 250 years	Yield 50% to 80% #3 common & poorer including #3 shop and inch shop	Rarely under 18" dbh and seldom over 30" dbh
<b>5</b> (Mixed Grade)	Usually mature and over-mature and over 250 years	Yields mixture of grades - #3 common & poorer predominate- #1 & #2 comparatively rare	Seldom under 20" dbh except on poorest sites
<b>6</b> (Inferior)	Usually mature or over-mature but may be any age	Invariably 75% #3 common and poorer- frequently all #4 and #5 common	Any size

## Inland Douglas-fir Log Grades

GRADE	GRADING SPECIFICATIONS
1	<ul style="list-style-type: none"> <li>- Any number of live or dead branches or stubs <b>less</b> than 1 inch</li> <li>- No scars permitted</li> <li>- Volume deduction for sweep or crook not exceeding 10%</li> </ul>
2	<ul style="list-style-type: none"> <li>- Any number of <b>live</b> branches or stubs 3" or less</li> <li>- Any number of <b>dead</b> branches or stubs 2" or less</li> <li>- No scars permitted*</li> <li>- Volume deduction for sweep or crook not exceeding 20%*</li> </ul>
3	Any log not qualifying for Grade #1 or #2 that is at least 8' long, 6" dib and one third sound
<p><b>Prepared by the Douglas-fir Log and Grade Research Project. Pacific Northwest Forest and Range Experiment Station, Portland, Oregon.</b></p> <p>*Any log not meeting Grade #1 specifications for branches and stubs may have any number of scars and also sweep in excess of 20%.</p>	

### Interpretation of the specifications

**- Log Length:** Grades primarily for 16' logs as cruised- apply to other lengths without adjustment. Log graded must be at least 8' long.

**- Log Diameter:** Do not consider in grading (except logs must be at least 6" dib).

**- Merchantability:** Grade only in live trees that are at least 1/3 sound.

**- Grade Characteristics:** Consider only branches or branch stubs, scars or sweep and crook.

**- Branches:** Estimate diameter outside bark and collar. In clusters, consider largest branch or stub. Disregard "indicators".

**- Scars:** Consider as degrading all overgrown fire scars, cat faces, seams, frost cracks, lightning scars, rotten holes, mechanical damage, etc. Consider partially overgrown scars degrading if judged to affect lumber recovery. Disregard fresh scars or injuries to be superficial.

**- Sweep or Crook:** Consider when cruising volume deduction is in amounts described in the specifications.



### Trial Log Grades for Associated Species

GRADE	SIZE	KNOTS
1	Minimum Diameter: 18" dbh Minimum Length: 12'	75% surface clear if 16' long. Shorter logs shall have 12' of 100% surface clear length.
2	Minimum Diameter: 14" dbh Minimum Length: 12'	Three types of logs 1) 20" plus- One "clear" face & one face which has live & dead knots & indicators not over 1" diameter. The other 2 faces may have any number of knots of any size. 2) 16" to 19"- 2 "clear" faces, with one pin knot allowable on 1 of the "clear" faces. 14" to 16"- "clear" faces. No pin knots allowed on the "clear faces".
3	Minimum Diameter: 12" dbh Minimum Length: 12'	Any number of small knots, but only 1 knot larger than 1/6 of log diameter permitted.
4	Minimum Diameter: 6" Minimum Length: 8'	Any number. Any merchantable log that will not grade out 1, 2, or 3 is automatically grade #4.

#### Explanatory Notes:

- A "face" is  $\frac{1}{4}$  of the log circumference for the full length of the log.
- A "clear" face is one with no knots or knot indicators.
- When a "knot larger than 1/6 of the diameter" is a factor in the grade 3 log, the grader should use care in his interpretation of what type of knot should degrade the log. 2 types are commonly encountered
  - 1) An "adventitious cluster", "sap knot", or "burl", should be disregarded in log grading, especially on Douglas-fir or larch.
  - 2) A true "knot cluster" should have only the effect of grade that the largest limb or knot in the cluster would have if it were alone.
- A "pin knot" is a knot up to  $\frac{1}{2}$ " in diameter.

## Exhibit J

### Cruise Narrative

## General Information

<b>Sale Name:</b>	<b>Region:</b>
<b>Agree. #:</b>	<b>District:</b>
<b>Lead Cruiser:</b>	<b>Completion Date:</b>
<b>Other Cruisers on sale:</b>	

### Unit Cruise Description:

[illegible]

**Disease Problems Noted During Cruise (Include severity & unit(s) where problem occurs):**

**Insect Problems Noted During Cruise (Include severity & unit(s) where problem occurs):**

**Other Observations (Operability issues, unusual wildlife species, cultural resources, etc.):**

**Narrative Prepared by:**

**Title:**

**Date:**

# **Exhibit K**

## **Required Elements of Final Report And Project Feedback**

### **Project Description**

- Project name
- Legal description
- General description of project area
- Unit descriptions, acreages and location

### **Unit Description (For each unit)**

- Describe overall stand conditions
  - o Species mix
  - o Stocking conditions
  - o Average size of trees
  - o Trees per acre
  - o Disease problems
  - o Insect problems
  - o Presence (or lack of) of WRT's & down dead woody material
- Describe any additional features that may effect timber harvest in unit
  - o Additional streams not identified on original project map & protection measures
  - o Additional wetlands not identified on original project map & protection measures
  - o Potential cultural or archaeological features
  - o Observed wildlife species of concern
- Describe proposed prescription
  - o Overall unit prescription
  - o What species do we want to leave?
  - o What species do we want to target for removal?
  - o What would you recommend for spacing guidelines?
  - o Type of marking-Leave or cut tree (if applicable)
  - o Will a PCT and/or slashing project be necessary after harvest?

### **Task Summaries**

- Unit boundary layout
  - o Ribbon color used for unit boundaries
  - o Brief description of found survey monuments
  - o Brief description of blazes found (blazed on one side, color of blazes, etc.)
  - o Fence locations and condition
  - o Map showing where boundaries were flagged and where combination of sale boundary tags and ribbon were used. Also show other important features including fences, survey monuments, blaze lines, etc.

- Timber marking (If applicable)
  - o Leave tree marked unit(s) and paint color
  - o Cut tree marked unit(s) and paint color
- GPS mapping
  - o Describe the GPS unit to collect data and software used to download data
  - o Have all units been traversed with GPS unit and downloaded?
  - o Have all new roads been traversed with GPS unit and downloaded?
  - o Did you nest on any features and, if so, which ones?
  - o Have all shape files for units and road locations have been electronically submitted to DNR project leader?
- Road Layout
  - o Number of stations of new construction & estimated cost/station
  - o Number of stations of reconstruction & estimated cost/station
  - o Potential road building obstacles in project area (rock, topography, etc.)
  - o List of required crossing structures and size
  - o Will rock be required on any of the roads? If so, estimate number of tons required and preferred size. Show location on map.
  - o Have all road notes been submitted to the DNR project leader?
- Timber Cruise
  - o Summarize specifics of cruise for each unit (ribbon color used, grid used, BAF used, cruisers, etc.)
  - o Cruise report for each unit can be incorporated into summary report. This report can be a legible copy of the cruise narrative completed after the cruise.
  - o Has all cruise data been submitted electronically to DNR project leader?

### **Overall Project Summary and Feedback**

- Summarize things that worked well for your company on this project
- Summarize things that did not work well for your company on this project
- What could the DNR have done on their end to make this project work better for you?
- Was the time frame allowed for completion reasonable?
- Would you be willing to bid on this type of contract in the future? If no, why not?
- Any other comments (positive or negative) that will make these type of projects more successful in the future

## Exhibit L

### Project Area and Description

#### Project Legal Description

The Tamarack Junction FI Sorts Timber Sale is located in portions of Section 6 of Township 20 North, Range 19 East W. M.; Section 32 of Township 21 North, Range 19 East W.M. and Section 18 of Township 20 North, Range 20 East W. M. There are a total of 7 units encompassing a total of 674 acres. The table below shows the number of acres and location of the proposed units:

UNIT	SECTION	TOWN	RANGE	ACRES*	HCP STATUS
1	6	20	19E	17	NRF
2	6	20	19E	341	NRF
3	6	20	19E	32	NRF
4	32	21	19E	60	NRF
5	18	20	20E	119	No Role
6	18	20	20E	31	No Role
7	18	20	20E	74	No Role
<b>TOTAL</b>				<b>674</b>	

\*Approximate acreage based upon field observations and GIS mapping.

#### Stand Description and Prescription

The Tamarack Junction FI Sorts Timber Sale includes 7 units scattered between the Naneum Creek Basin to the west and the Coleman Creek drainage to the east. All of these units are overstocked with pole and small sawlog size timber over 4 inches diameter at breast height (dbh). Most of these stems are in the smaller diameter classes (less than 14" dbh) making it uneconomical to thin from below under the regular timber sales program. Large diameter overstory trees can be found scattered throughout the units. These large diameter trees will be left with an upper cut tree diameter limit for each species. Under the Forest Improvement (FI) program, these units can be thinned as long as all costs can be recovered from the timber sale. The objectives of the timber sale are to reduce stocking levels to acceptable stand densities, increase growth rates, reduce competition, reduce the threat of pathogens in the stand, reduce the fire risk and enhance Northern Spotted Owl Nesting, Roosting and Foraging (NRF) habitat.

Units #1, #2, #3 and #4 are all designated as NRF habitat under the current DNR Habitat Conservation Plan (HCP) for the Northern Spotted Owl. NRF habitat, by definition, has the following characteristics: (1) forest community composed of at least 40% Douglas-fir or grand fir; (2) canopy closure of at least 70%; (3) tree density of between 110 and 260 trees per acre; (4) dominant or co-dominant trees at least 90 feet tall **or** two or more canopy layers with numerous intermediate trees and low perches. Some of these characteristics are currently lacking in these units. As such, the silvicultural prescription for the stand should recognize those deficiencies and reflect a strategy to correct them.

There is also a state endangered plant species that may be present in Unit #1 and the northern portion of Unit #2. The plant is least phacelia (*Phacelia minutissima*). It is typically associated with moist open places at the edge of meadows in Washington State. The only known population of the plant is a small area of Kittitas County of which a small portion of this sale is located. The successful contractor will be given a copy of the description and a photo of the plant so that they can make the contract administrator aware of its presence if noticed. However, there will be no requirement for the contractor to establish plots to look for the plant.

Units #5, #6 and #7 are designated as “no role” ground under the current HCP. However, they are in an area commonly referred to as “Judy’s Tamarack Park”. This area is not officially designated as a park but it will be managed to preserve the large western larch (Tamarack) found in the units. A thinning from below with emphasis on removing invasive lodgepole pine, grand fir and sub-alpine fir will be the primary objective in these units. Additionally, overstocked thickets of smaller diameter western larch, Douglas-fir and ponderosa pine will be commercially thinned. A light broadcast burn may be considered in areas that would be relatively safe from fire escapement to promote additional western larch regeneration.

All units are to be managed using operator select silvicultural prescriptions where possible to achieve the desired outcome. A prescription will be developed for each unit based upon stand characteristics obtained from the stand table and recommendations from the contractor. The basic premise for each unit is that the stands will be thinned from below with an emphasis on enhancing dispersal habitat. Desired future species composition of the stand will be an important part of the prescription as well as a maximum cut diameter for each species in the unit. Marking of a unit will be considered if necessary to achieve the desired objectives for the stand. If marking is determined to be necessary, the contractor will be paid at the agreed upon rate for additional services as provided for in the project increase section of the cost proposal (Exhibit M).

### **Project Maps**

Orthophotos and topographic maps with proposed unit boundaries and road locations are available upon request. Maps have been prepared for each section in the project area. These maps have been saved as PDF files and can be found on the DNR Internet site. Maps will be made available to the contractor at the pre-proposal conference or by mail for those unable to attend or those without access to the Internet.

## Unit Boundaries

The sale layout contractor will be expected to locate all unit boundaries as shown on the project maps according to guidelines set forth in Exhibit F of this proposal. A combination of flagging and boundary tags will be required for all lines for all unit boundaries. The DNR will provide the contractor with available survey records, latitude/longitude information for corner searches and other available information that will assist the contractor in locating corners and property lines. The contractor should notify the DNR project leader of the need for further assistance from the survey staff. The following table shows estimated perimeters in feet for each unit based upon type of boundary to be located. These figures are based upon GIS estimates.

UNIT	PROPERTY LINES (FEET)	INTERIOR LINES (FEET)	TOTAL (FEET)
1	1,267	2,591	3,858
2	10,648	16,278	26,926
3	2,897	3,932	6,829
4	1,096	4,708	5,804
5	0	13,476	13,476
6	2,136	2,298	4,434
7	501	8,538	9,039
<b>TOTAL</b>	<b>51,821</b>	<b>18,545</b>	<b>70,366</b>

## Road Layout

This project will require layout of new road construction, reconstruction and maintenance as shown on project maps provided by the DNR. The Project Leader bases new road locations as shown on the project map upon initial field reconnaissance, aerial photo interpretation and layout on topographic maps. New roads to be laid out will be used for the duration of the timber sale to provide access for the logger and for log hauling. These roads will most likely be blocked off or obliterated following the logging operation. All roads will be laid out according to guidelines set forth in Exhibit G of this proposal. The final product provided by the contractor should be sufficient for DNR Engineering Department to complete a road plan without further field reconnaissance.

The following table shows the road name, unit that the road is located in, estimated stations of new construction, and number of stream crossings.

<b>ROAD NAME</b>	<b>UNIT</b>	<b>STATUS</b>	<b># OF STATIONS</b>	<b>STREAM CROSSING(S)</b>	<b>STREAM NAME(S)</b>
1-A	1	New	7.58	None	N/A
Recon 1	1	Recon	10.23	None	N/A
2-A	2	New	73.61	None	N/A
2-B	2	New	24.83	None	N/A
2-C	2	New	7.42	Culvert	"A"
Recon 2	2	Recon	23.87	None	N/A
3-A	3	New	13.19	None	N/A
3-B	3	New	6.40	None	N/A
Recon 3	3	Recon	26.23	None	N/A
4-A	4	New	18.60	None	N/A
<b>TOTAL</b>			<b>21,196</b>		

Stations estimates are based upon GIS measurements. Culvert size is based upon initial reconnaissance by the project leader. The contractor is expected to verify culvert size and choose the appropriate size when the road is actually laid out on the ground.

#### **No Entry Riparian Management Zones (RMZ's) for Type 4 Streams**

There are a total of 4 Type 4 streams located within the boundaries of the units described in this proposal. A 50' no cut RMZ (horizontal measurement) will be required on either side of these streams. All RMZ's will be laid out according to guidelines found in Exhibit F of this proposal. The contractor is expected to verify stream typing and contact DNR Project Leader with changes (upgrades or downgrades) if necessary.

The following table shows the name of the Type 4 stream, unit(s) that the stream is located in and the approximate length of the stream reach (in feet) to be protected. The actual length of RMZ to be established for each stream is twice the stream reach since an RMZ will be required for each side.

<b>STREAM NAME</b>	<b>UNIT(S)</b>	<b>REACH (FEET)*</b>
"A"	2	2,102
"B"	3	308
Naneum**	3	329
"C"***	5	720
<b>TOTAL</b>		<b>3,459</b>

\* Based upon GIS measuring tool estimates.

\*\* May possibly be a Type 3

\*\*\* May possibly be a Type 5



## GPS Mapping

GPS mapping will be required for all unit boundaries and road layout work. All GPS work will be completed according to guidelines set forth in Exhibits H of this proposal. **GPS mapping of RMZ boundaries around Type 4 and higher streams will also be required.**

The following table summarizes the GPS requirements for this project.

<b>GPS WORK REQUIREMENT</b>	<b>TOTAL LENGTH (FEET)</b>
Unit Boundary Layout	70,366
Road Layout	21,196
<b>TOTAL</b>	<b>91,562</b>

## Timber Cruising

A total volume cruise for each unit will be required. The cruise design will be determined by the contractor to achieve the statistical accuracy required by the DNR. The cruise will be laid out following guidelines set forth in Exhibits J and I.

The following table can be used by the contractor to estimate the cost of completing the timber cruise requirement of this contract. The plots per acre and total number of plots for each unit are only estimates based upon the project leader's observations in the field and previous cruising experience. The contractor will be responsible for determining the number of plots, which could be more or less than the number estimated in the table below, to achieve the statistical accuracy required by the DNR.

<b>UNIT</b>	<b>ACRES</b>	<b>ACRES/PLOT</b>	<b>TOTAL PLOTS</b>
1	17	1	17
2	341	4	86
3	32	2	16
4	60	2	30
5	119	2	60
6	31	2	16
7	74	2	37
<b>TOTAL</b>	<b>674</b>		<b>262</b>

## Final Report and Project Feedback

A final report for this project will be required at completion. The report shall be written according the guidelines set forth in exhibit K.

## Exhibit M

### Cost Proposal Summary

#### TOTAL BID PRICE

After reviewing the RFQQ and all associated exhibits for the FI Sorts Timber Sale, I am submitting a total bid price of \$\_\_\_\_\_ for the project as described in Exhibit L of the RFQQ. This bid is based upon the expectation of providing the estimated quantity of deliverables as stated in Exhibit L of the RFQQ.

#### PROJECT INCREASE

If the total project acreage increases by more than 10% or if additional work is determined to be necessary (e. g. unit marking), additional work will be billed at the following rate schedule with prior approval of the contract administrator (**choose one**):

☐ Rate per Unit Basis

TASK	RATE/UNIT
Unit Boundary Layout	\$_____/Mile
GPS Mapping of Boundaries or Roads	\$_____/Mile
Delineation of Stream Buffers	\$_____/Mile
Road Layout	\$_____/Station
Timber Marking	\$_____/Acre
Timber Cruising	\$_____/Acre

☐ Rate per Hour Basis

An hourly rate of \$\_\_\_\_\_/Hour

#### ACREAGE DECREASE

If the total project acreage decreases by more than 10%, I understand that the total bid price agreed to above may be decreased proportionately to the acreage loss after circumstances of the decrease have been discussed by the Contractor and Project Leader. For example, if the acreage estimate from Exhibit L was 1,000 acres and the actual acreage was 750, the total compensation for the project may be decreased by 25%.

#### SIGNATURE

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_